

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

-----X
NANCY WILSON, Regional Director
of the Sixth Region of the
National Labor Relations Board,
for and on behalf of the
NATIONAL LABOR RELATIONS BOARD,

Petitioner

v.

Civil Number 1:18-cv-65

KRISE TRANSPORTATION, INC.

Respondent
-----X

**PETITIONER'S EXHIBITS TO THE COMPLAINT AND PETITION
REQUESTING INJUNCTION UNDER SECTION 10(J)
OF THE NATIONAL LABOR RELATIONS ACT, AS AMENDED**

EXHIBIT NUMBER	DESCRIPTION OF EXHIBIT
1-A	National Labor Relations Board Charge, filed in NLRB Case 06-CA-201673, dated June 29, 2017 (1 page)
1-B	National Labor Relations Board First Amended Charge, filed in NLRB Case 06-CA-201673, dated August 24, 2017 (1 page)
2-A	Administrative Complaint and Notice of Hearing, issued in NLRB Case 06-CA-201673, dated November 30, 2017 (8 pages)
2-B	First Amended Administrative Complaint and Notice of Hearing, issued in NLRB Case 06-CA-201673, dated December 7, 2017 (8 pages)
2-C	Respondent's Answer to the Amended Complaint, filed in NLRB Case 06-CA-201673, dated December 21, 2017 (8 pages)

Exhibit 1-A

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER


FORM EXEMPT UNDER 44 U.S.C 3512

DO NOT WRITE IN THIS SPACE

Case
06-CA-201673Date Filed
6-29-17

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT			
a. Name of Employer Krise Transportation, Inc.		b. Tel. No. (814) 938-6200	
		c. Cell No.	
		f. Fax No.	
d. Address (Street, city, state, and ZIP code) 1325 Scotland Avenue Extension Punxsutawney, PA 15767		e. Employer Representative Timothy Krise, President	
		g. e-Mail	
		h. Number of workers employed 28	
i. Type of Establishment (factory, mine, wholesaler, etc.) Transportation		j. Identify principal product or service School Bus Transportation	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) and (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) Since on or about June 19, 2017, Respondent, Krise Transportation, Inc. has refused to hire Anita Gabel, Patty Dombrowski, Richard Otteni, Harold Tewell, Brenda Mosko, Dottie Swift, Gayle Reed, Holly Graves, and Christopher Lock because of their membership in and activities on behalf of General Teamsters Local 397, a labor organization, because they engaged in concerted protected activities with other employees for the purpose of collective bargaining and other mutual aid and protection, and in order to discourage membership in said labor organization. The refusal to hire said employees was also done for the express purpose of avoiding the obligation to bargain collectively and in good faith with said labor organization as the successor employer to STA of Pennsylvania, Inc., d/b/a Krise Bus Service, Inc., Albion, PA, the alter ego of the Respondent, Krise Transportation, Inc.			
3. Full name of party filing charge (if labor organization, give full name, including local name and number) General Teamsters Local 397			
4a. Address (Street and number, city, state, and ZIP code) 1344 East 11th Street Erie, PA 165		4b. Tel. No. (814) 454-1516	
		4c. Cell No. (814) 790-3791	
		4d. Fax No. (814) 454-1518	
		4e. e-Mail tmstrs397@velocity.net	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) International Brotherhood of Teamsters			
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Tel. No. (412) 338-1145	
By  (signature of representative or person making charge)		Ernest B. Orsatti, Esquire - Attorney (Print/type name and title or office, if any)	
		Office, if any, Cell No. (412) 523-9893 (Cell)	
		Fax No. (412) 246-1745	
		e-Mail eborsatti@rothmangordon.com	
Address Rothman Gordon, PC, 310 Grant Street, Pittsburgh, PA 15219		June 27, 2017 (date)	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Exhibit 1-B

Form NLRB - 501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**FIRST AMENDED CHARGE AGAINST EMPLOYER****INSTRUCTIONS:**

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
06-CA-201673	08-24-17

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Krise Transportation, Inc.		b. Tel. No. (814)938-6200
		c. Cell No.
d. Address (street, city, state ZIP code) 1325 Scotland Avenue Ext, Punxsutawney, PA 15767-3071	e. Employer Representative Timothy Krise, President	f. Fax No.
		g. e-Mail
		h. Dispute Location (City and State) Punxsutawney, PA
i. Type of Establishment (factory, nursing home, hotel) Transportation	j. Principal Product or Service School Bus Transportation	k. Number of workers at dispute location 28

1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (3), (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Since on or about June 19, 2017, Respondent, Krise Transportation, Inc. has refused to hire Anita Gabel, Patty Dombrowski, Richard Otteni, Harold Tewell, Brenda Mosko, Dottie Swift, Gayle Reed, Holly Graves, and Christopher Lock because of their membership in and activities on behalf of General Teamsters Local 397, a labor organization, because they engaged in concerted protected activities with other employees for the purpose of collective bargaining and other mutual aid and protection, and in order to discourage membership in said labor organization. The refusal to hire said employees was also done for the express purpose of avoiding the obligation to bargain collectively and in good faith with said labor organization as the successor employer to STA of Pennsylvania, Inc. d/b/a Krise Bus Service, Inc., Albion, PA, the predecessor of Respondent Krise Transportation, Inc.

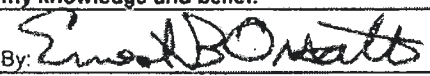
Since on or about August 23, 2017, the Employer, as a successor, has failed to recognize and bargain with the Union as the collective bargaining representative of its drivers and monitors.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

International Brotherhood of Teamsters, Local 397

4a. Address (street and number, city, state, and ZIP code) 1344 E 11th St, Erie PA 16503-1795	4b. Tel. No. (814)454-1516
	4c. Cell No. (814)790-3791
	4d. Fax No. (814)454-1518
	4e. e-Mail tmstrs397@velocity.net

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Tel. No. (814)454-1516
By:  (signature of representative or person making charge)		Office, if any, Cell No.
Ernest B. Orsatti, Esq. Print Name and Title		Fax No. (814)454-1518
Address: Rothman Gordon, P.C. 1344 E 11th St, Erie, PA 16503-1795		e-Mail E.ORSATTI@ROTHMANGORDON.COM
Date: 8-24-17		

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Exhibit 2-A

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 6**

KRISE TRANSPORTATION, INC.

and

Case 06-CA-201673

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 397**

COMPLAINT AND NOTICE OF HEARING

This Complaint and Notice of Hearing is based on a charge filed by International Brotherhood of Teamsters, Local 397 (the Union). It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. §151, et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board), and alleges that Krise Transportation, Inc. (Respondent) has violated the Act as described below.

1. (a) The charge in this proceeding was filed by the Union on June 29, 2017, and a copy was served on Respondent by U.S. mail on June 30, 2017.

(b) The first amended charge in this proceeding was filed by the Union on August 24, 2017, and a copy was served on Respondent by U.S. mail on August 24, 2017.

2. At all material times, Respondent has been a corporation with an office and place of business in Punxsutawney, Pennsylvania, and a facility located in Albion, Pennsylvania (Respondent's facility), and has been engaged in providing school bus transportation services for school districts in Pennsylvania, including the Northwestern School District.

3. (a) About April 18, 2017, Respondent acquired the contract to furnish school bus services to the Northwestern School District, which services were formerly provided by STA of Pennsylvania, Inc. (STA).

(b) The contract Respondent has with the Northwestern School District covers the period from July 1, 2017 to June 30, 2024.

(c) Since July 1, 2017 Respondent has continued to operate the business of STA in basically unchanged form and since about August 21, 2017, has employed as a majority of its employees individuals who were previously employees of STA.

4. (a) Based on the operations conduct described above in paragraphs 2 and 3, Respondent has continued the employing entity and is a successor to STA.

(b) In the alternative, based on the conduct described below in paragraphs 10 and 11 and the operations described above in paragraphs 2 and 3, Respondent has continued the employing entity and is a successor to STA.

5. (a) In conducting its operations during the 12-month period ending May 31, 2017, Respondent derived gross revenues in excess of \$250,000.

(b) During the 12-month period ending May 31, 2017, Respondent, in conducting its operations, purchased and received goods valued in excess of \$5,000 directly from points outside the Commonwealth of Pennsylvania.

6. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

7. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

8. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act, and agents of Respondent within the meaning of Section 2(13) of the Act:

Timothy Krise - Owner-Operator

Glen Black - Terminal Manager

9. Since about April 18, 2017, Respondent was hiring, or had concrete plans to hire, 26 employees to work out of its facility to provide services for the contract Respondent has with the Northwestern School District as described above in paragraph 3.

10. About the dates set forth opposite their names, Respondent has refused to hire the following applicants who were previously employees of STA for employment:

<u>Name of Applicants</u>	<u>Date</u>
Patty Dombrowski	June 5, 2017
Anita Gabel	June 5, 2017
Holly Graves	June 7, 2017
Christopher Lock	June 7, 2017
Brenda Mosko	June 6, 2017
Richard Otteni	June 1, 2017
Gayle Reed	June 1, 2017
Dorothy Swift	June 1, 2017
Harold Tewell	June 6, 2017

11. Respondent engaged in the conduct described above in paragraph 10 because the named employees belonged to the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

12. The following employees of Respondent (the Unit) constitute a unit appropriate[§] for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All regular school bus drivers, van drivers, casuals and monitors employed by Respondent at its Albion, Pennsylvania branch excluding all office clerical, janitorial/cleaning, security, maintenance, safety directors, safety instructors, third party testers, non CDL drivers, and supervisors and management.

13. From about 2004 until about June 30, 2017, the Union had been the exclusive collective-bargaining representative of the Unit employed by STA, and during that time the Union had been recognized as such representative by STA. This recognition had been embodied in successive collective-bargaining agreements, the most recent of which was effective from August 1, 2012 to July 31, 2017.

14. From about 2004 until about June 30, 2017, based on Section 9(a) of the Act, the Union had been the exclusive collective-bargaining representative of the Unit employed by STA.

15. Since about July 1, 2017, based on Section 9(a) of the Act and the facts described above in paragraphs 3 and 4, the Union has been the designated exclusive collective-bargaining representative of the Unit employed by Respondent.

16. About August 17, 2017, the Union, by letter, requested that Respondent recognize it and bargain collectively with the Union as the exclusive collective-bargaining representative of the Unit.

17. Since about August 23, 2017, Respondent, by letter, has failed and refused to recognize and bargain with the Union as the exclusive representative of the Unit.

18. Since about July 1, 2017, Respondent has established rates of pay, benefits, hours of work and other terms and conditions of employment of the Unit that varied from the terms set forth in the collective bargaining agreement described above in paragraph 13.

19. The subjects set forth above in paragraph 18 relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

20. Respondent engaged in the conduct described above in paragraph 18 without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to this conduct and the effects of this conduct.

21. By the conduct described above in paragraphs 10 and 11, Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

22. By the conduct described above in paragraphs 17, 18 and 20, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

23. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

REQUESTED REMEDIES

WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraphs 10, 11, 18, 19 and 20, the General Counsel seeks an Order requiring Respondent to reimburse the discriminatees for reasonable consequential damages incurred by them as a result of the Respondent's unlawful conduct.

Further, as part of the remedy for the unfair labor practices alleged above the General Counsel seeks an Order requiring that, at its own expense, Respondent copy and mail to all discriminatees named above in paragraph 10, any Notice to Employees that may be issued in this case.

As part of the remedy for the unfair labor practices alleged above, the General Counsel also seeks an Order requiring that at a meeting or meetings scheduled to ensure the widest possible attendance, Respondent's representatives read the Notice to Employees on work time and in the presence of a Board agent. Alternatively, the General Counsel seeks an Order requiring that Respondent promptly have a Board agent read the Notice to Employees during work time in the presence of Respondent's supervisors and agents identified above in paragraph 8.

The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before December 14, 2017, or postmarked on or before December 13, 2017.**

Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users

that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on March 12, 2018, at 10:00 a.m., at City Hall, 984 Water Street, City Clerk's Office, Conference Room, Meadville, PA and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this

complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: November 30, 2017

A handwritten signature in black ink, appearing to read "Nancy Wilson", is written over a horizontal line.

NANCY WILSON
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 06
1000 Liberty Ave Rm 904
Pittsburgh, PA 15222-4111

Attachments

Exhibit 2-B

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 6**

KRISE TRANSPORTATION, INC.

and

Case 06-CA-201673

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 397**

AMENDED COMPLAINT AND NOTICE OF HEARING

This Amended Complaint and Notice of Hearing is based on a charge filed by International Brotherhood of Teamsters, Local 397 (the Union). It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. §151, et seq., and Sections 102.15 and 102.17 of the Rules and Regulations of the National Labor Relations Board (the Board), and alleges that Krise Transportation, Inc. (Respondent) has violated the Act as described below.

1. (a) The charge in this proceeding was filed by the Union on June 29, 2017, and a copy was served on Respondent by U.S. mail on June 30, 2017.

(b) The first amended charge in this proceeding was filed by the Union on August 24, 2017, and a copy was served on Respondent by U.S. mail on August 24, 2017.

2. At all material times, Respondent has been a corporation with an office and place of business in Punxsutawney, Pennsylvania, and a facility located in Albion, Pennsylvania, Respondent's facility, and has been engaged in providing transportation of school students to school districts in Pennsylvania, including the Northwestern School District.

3. (a) About April 18, 2017, Respondent acquired the contract to provide school bus services to the Northwestern School District, which services were formerly provided by STA of Pennsylvania, Inc. (STA).

(b) The contract between Respondent and Northwestern School District is effective from July 1, 2017 to June 30, 2024.

(c) Since July 1, 2017 Respondent has continued to operate the business of STA in basically unchanged form and since August 21, 2017, has employed as a majority of its employees individuals who were previously employees of STA.

(d) In the alternative, but for the conduct described below in paragraphs 10 and 11 and the operations described above in paragraphs 2 and 3, Respondent would have employed, as a majority of its employees at the Albion facility, individuals who were previously employees of STA.

4. Based on the operations described above in paragraphs 2 and 3, Respondent has continued the employing entity and is a successor to STA.

5. (a) In conducting its operations during the 12-month period ending May 31, 2017, Respondent derived gross revenues in excess of \$250,000.

(b) During the 12-month period ending May 31, 2017, Respondent, in conducting its operations, purchased and received goods valued in excess of \$5,000 directly from points outside the Commonwealth of Pennsylvania.

6. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

7. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

8. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act, and agents of Respondent within the meaning of Section 2(13) of the Act:

Timothy Krise	-	Owner-Operator
Glen Black	-	Terminal Manager

9. About July 1, 2017, Respondent was hiring, or had concrete plans to hire, 26 employees.

10. Since about the dates set forth opposite their names, Respondent refused to hire the following applicants who were previously employees of STA for employment:

<u>Name of Applicants</u>	<u>Date</u>
Patty Dombrowski	June 5, 2017
Anita Gabel	June 5, 2017
Holly Graves	June 7, 2017
Christopher Lock	June 7, 2017
Brenda Mosko	June 6, 2017
Richard Otteni	June 1, 2017
Gayle Reed	June 1, 2017
Dorothy Swift	June 1, 2017
Harold Tewell	June 6, 2017

11. Respondent engaged in the conduct described above in paragraph 10 because the named employees belonged to the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

12. The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All regular school bus drivers, van drivers, casuals and monitors employed by Respondent at its Albion, Pennsylvania branch excluding all office, clerical, janitorial/cleaning, security, maintenance, safety directors, safety instructors, third party testers, non CDL drivers, and supervisors and management.

13. (a) From about 2004 until about June 30, 2017, the Union had been the exclusive collective-bargaining representative of the Unit employed by STA, and during that time the Union had been recognized as such representative by STA. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from August 1, 2012 to July 31, 2017.

(b) Since about August 21, 2017, based on the facts described above in paragraphs 3, 4, 12 and 13(a) the Union has been the designated exclusive collective bargaining representative of the Unit.

14. From about 2004 to July 1, 2017, based on Section 9(a) of the Act, the Union had been the exclusive collective-bargaining representative of the Unit employed by STA.

15. Since about August 21, 2017, based on Section 9(a) of the Act, the Union has been the designated exclusive collective-bargaining representative of the Unit.

16. About August 17, 2017, the Union, by letter, requested that Respondent recognize it and bargain collectively with the Union as the exclusive collective-bargaining representative of the Unit.

17. Since about August 23, 2017, Respondent, by letter, has failed and refused to recognize and bargain with the Union as the exclusive representative of the Unit.

18. Since about August 15, 2017, Respondent has established rates of pay, benefits, hours of work and other terms and conditions of employment of the Unit that varied from the terms set forth in the collective bargaining agreement described above in paragraph 13 (a).

19. The subjects set forth above in paragraph 18 relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

20. Respondent engaged in the conduct described above in paragraph 18 without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to this conduct and the effects of this conduct.

21. By the conduct described above in paragraphs 10 and 11, Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

22. By the conduct described above in paragraphs 17, 18, and 20, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

23. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

REQUESTED REMEDIES

WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraphs 10, 11, 17, 18 and 20, the General Counsel seeks an Order requiring Respondent to reimburse the discriminatees for reasonable consequential damages incurred by them as a result of the Respondent's unlawful conduct. Further, as part of the remedy for the unfair labor practices alleged above the General Counsel seeks an Order requiring that, at its own expense, Respondent copy and

mail to all discriminatees named above in paragraph 10, any Notice to Employees that may be issued in this case.

As part of the remedy for the unfair labor practices alleged above, the General Counsel also seeks an Order requiring that at a meeting or meetings scheduled to ensure the widest possible attendance, Respondent's representatives read the Notice to Employees on work time and in the presence of a Board agent. Alternatively, the General Counsel seeks an Order requiring that Respondent promptly have a Board agent read the Notice to Employees during work time in the presence of Respondent's supervisors and agents identified above in paragraph 8.

The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before December 21, 2017, or postmarked on or before December 20, 2017.**

Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was

off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on March 12, 2018, at 10:00 a.m., at City Hall, 984 Water Street, City Clerk's Office, Conference Room, Meadville, PA and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint.

The procedures to be followed at the hearing are described in the attached Form NLRB-4668.

The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: December 7, 2017



NANCY WILSON
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 06
1000 Liberty Ave Rm 904
Pittsburgh, PA 15222-4111

Attachments

Exhibit 2-C

UNITED STATES AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION SIX

KRISE TRANSPORTATION, INC.

and

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 397

:
: Cases 6-CA-201673
:
:
:
:
:
:
:
:

ANSWER TO AMENDED COMPLAINT

AND NOW, comes Krise Transportation, Inc. by and through its counsel Richard R. Tarantine, Esquire and Emily E. Skrzysowski, Esquire and files the following Answer to the Amended Complaint filed by the International Brotherhood of Teamsters, Local 397, and avers as follows.

1. (a) Admitted.

(b) Admitted.

2. Admitted. By way of further answer, Respondent Krise Transportation Inc. (hereinafter "Krise") is a corporation formed under the laws of and transacting business in the Commonwealth of Pennsylvania with its principal office located at 1325 Scotland Avenue, Punxsutawney, Pennsylvania 15767. Krise operates a bus company which provides services to various school districts within the Commonwealth of Pennsylvania, and employs approximately two hundred (200) employees at its various locations. Krise is not a party to any collective bargaining agreement.

3. (a) Admitted. By way of further answer, in January of 2017, Northwestern School District, a Pennsylvania School District with its principal office in the County of Erie, and the Commonwealth of Pennsylvania issued a Request For Proposals for those interested in making a proposal to provide full transportation services to the Northwestern School District for the 2017-2018 through 2023-2024 school years.

To the best knowledge of Krise, Northwestern School District was not a party to any collective bargaining agreement. Krise reviewed the Request For Proposal in depth and based on the services to be provided and the costs to provide such services it made a bid for the contract. As the bidding process is very competitive, to be able to provide those services set forth in the Request For Proposals, Krise's bid was predicated on a lower overall labor cost, including lower benefits. Northwestern School District accepted Krise's bid. Northwestern School District and Krise entered into a Transportation Agreement dated April 18, 2017.

(b) Admitted.

(c) Denied. Krise has "continued to operate the business of STA" only inasmuch as it provides bus services to the Northwestern School District. Krise otherwise has no affiliation with STA whatsoever. Moreover, Krise does not employ as a majority of its employees individuals who were previously employees of STA. To the contrary, Krise has twenty-nine (29) employees, only thirteen (13) of which were employed by STA. Thirteen of twenty-nine employees is clearly less than half and therefore it does not represent a majority.

(d) Denied. Krise has "continued to operate the business of STA" only inasmuch as it provides bus services to the Northwestern School District. Krise

otherwise has no affiliation with STA whatsoever. Moreover, Krise does not employ as a majority of its employees individuals who were previously employees of STA. To the contrary, Krise has twenty-nine (29) employees, only thirteen (13) of which were employed by STA. Thirteen of twenty-nine employees is clearly less than half and therefore it does not represent a majority. Additionally, to the extent Paragraph 3(d) makes reference to Paragraphs 10 and 11, Paragraphs 10 and 11 are also denied.

4. Paragraph 4 is neither admitted nor denied, as it represents a conclusion of law which requires no response. To the extent it requires a response, it is denied.

5. (a) Admitted.

(b) Admitted.

6. Paragraph 6 is neither admitted nor denied, as it represents a conclusion of law which requires no response. To the extent it requires a response, it is denied.

7. Paragraph 7 is neither admitted nor denied, as it represents a conclusion of law which requires no response. To the extent it requires a response, it is denied.

8. Paragraph 8 is neither admitted nor denied, as it represents a conclusion of law which requires no response. To the extent it requires a response, it is denied.

9. Denied. Krise never had any concrete plans to hire 26 employees or any other set number of employees and strict proof of same is demanded at trial. By way of further response, Krise placed various ads for school bus drivers, and received approximately one hundred (100) applications. Krise contacted every applicant, and thereafter interviewed each applicant who remained interested in the position.

10. Admitted in part and denied in part. It is admitted that Krise did not hire the named individuals. It is denied to the extent that it suggests Krise made a conscious

effort not to hire the named individuals for any reason other than that there were other more qualified candidates and/or candidates who were willing to work at a lower rate of pay and/or candidates who possessed a demeanor more desirable to Krise than the named individuals.

11. Denied. It is specifically denied that Krise decided not to hire any individual because of his or her affiliation with the Union and strict proof of said allegation is demanded at trial. Krise did not discriminate against any former employee based on his or her being part of the collective bargaining agreement that existed between the predecessor bus company and any union, including the General Teamsters Local 397. While the decision to offer or not to offer a job to any job applicant was based on a variety of factors, the primary consideration was based on cost. More specifically, approximately 55% of the employees Krise hired were considered "new trainees," starting at a beginning wage. Hiring employees at a beginning wage resulted in an overall cost savings for Krise of nearly \$30,000, exclusive of payroll-based expenses. During the interview process, Krise looked for individuals who it believed would be good role models for students and who would contribute to an overall positive work environment. However, the cost was the most significant basis of each hiring decision. None of the individuals who filed charges against Krise were fired due to their union affiliation or were otherwise prohibited from engaging in protected activities for the purpose of collective bargaining. The individuals who filed charges against Krise were simply not hired, in the same way that roughly 75-100 other applicants were not hired following the interview process.

12. Paragraph 12 is neither admitted nor denied, as it represents a conclusion of law which requires no response. To the extent it requires a response, it is denied. Moreover, if and to the extent that the cited material originated from the collective bargaining agreement from STA, and the quoted language accurately represented the relationship between STA and the Union, Krise is unable to respond to such averments in that it was not a party to such agreement and therefore any rules or regulations contained therein do not apply to Krise.

13. (a) Paragraph 13(a) is neither admitted nor denied, as it represents a conclusion of law which requires no response. To the extent it requires a response, it is denied.

(b) Paragraph 13(b) is neither admitted nor denied, as it represents a conclusion of law which requires no response. To the extent it requires a response, it is denied.

14. Paragraph 14 is neither admitted nor denied, as it represents a conclusion of law which requires no response. To the extent it requires a response, it is denied.

15. Paragraph 15 is neither admitted nor denied, as it represents a conclusion of law which requires no response. To the extent it requires a response, it is denied.

16. Admitted.

17. Denied. Krise mailed a letter, dated August 23, 2017, to the Union President, Stephen B. Getz, the full text of which was:

This letter is in response to your correspondence dated August 17, 2017, in which you asserted that Krise Transportation, Inc. is a successor employer to that certain collective bargaining agreement referenced in your letter. Please be advised that Krise Transportation, Inc. is not a successor employer to the prior unrelated company. Also, as a point of clarification, Krise Transportation, Inc. did not hire a majority of those employees

referenced in your letter. Finally, your current position appears inconsistent with those charges already filed with the NLRB.

As can be noted from the above text, Krise did not state that it “refused to recognize and bargain with the Union.” Krise simply stated that it was not a successor employer to the former company. By way of further response, Krise was not a party to the collective bargaining agreement under the former company and therefore was not bound by the terms of the same.

18. Admitted. By way of further answer, Krise has no obligation to adhere to a collective bargaining agreement to which it was not a party.

19. Paragraph 19 is neither admitted nor denied, as it represents a conclusion of law which requires no response. To the extent it requires a response, it is denied.

20. Denied. Krise has no obligation to adhere to a collective bargaining agreement to which it was not a party.


21. Paragraph 21 is neither admitted nor denied, as it represents a conclusion of law which requires no response. To the extent it requires a response, it is denied.

22. Paragraph 22 is neither admitted nor denied, as it represents a conclusion of law which requires no response. To the extent it requires a response, it is denied. By way of further response, Krise has no obligation to adhere to a collective bargaining agreement to which it was not a party.

23. Paragraph 23 is neither admitted nor denied, as it represents a conclusion of law which requires no response. To the extent it requires a response, it is denied.

RESPECTFULLY SUBMITTED,

DATE: December 21, 2017

Handwritten signature of Richard R. Tarantine in cursive script.

Richard R. Tarantine, Esquire

PA I.D. No.: 49082

Handwritten signature of Emily E. Skrzysowski in cursive script.

Emily E. Skrzysowski, Esquire

PA I.D. No.: 312526

411 Seventh Ave., Suite 1200
Pittsburgh, PA 15219
(412) 261-6400
(412) 223-4302 (fax)

UNITED STATES AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION SIX

KRISE TRANSPORTATION, INC.

and

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 397

:
: Cases 6-CA-201673
:
:
:
:
:
:
:

CERTIFICATE OF SERVICE


I hereby certify under penalty of perjury that on December 21, 2017, I filed the foregoing Answer electronically with the Board and by certified mail return receipt requested upon the following:

INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, LOCAL 397
1344 E. 11th Street
Erie, PA 16503-1795

NATIONAL LABOR RELATIONS BOARD
REGION 6
William S. Morehead Federal Building
1000 Liberty Avenue, Room 904
Pittsburgh, PA 15222-4111

ERNEST B. ORSATTI, ESQUIRE
ROTHMAN GORDON, P. C.
310 Grant Street
Pittsburgh, PA 2272

Executed on: December 21, 2017


Emily E. Skrzykowski, Esq.
PA ID#49082